DOCUMENT RESUME

ED 379 863 EC 303 736

TITLE	Preschool Contracting: A Technical Assistance Guide. Revision.
INSTITUTION	Kentucky State Dept. of Education, Frankfort.
PUB DATE	Apr 93
NOTE	32p.
PUB TYPE	Guides - Non-Classroom Use (055)
EDRS PRICE	MF01/PC02 Plus Postage.
DESCRIPTORS	*Agency Cooperation; Compliance (Legal); *Contracts; Cooperative Programs; *Disabilities; Educational Legislation; Preschool Education; Program Development; School Districts; State Legislation; *State Standards
IDENTIFIERS	*Kentucky

ABSTRACT

This document presents information needed for development of contractual or cooperative arrangements between local school districts and other agencies and programs in Kentucky in order to better serve preschool children who are at risk of educational failure or who have identified disabilities. After an introductory section, the Preschool Contracting Approval Process is summarized, with emphasis on the processes of authorizing a preschool agency as a contractor and overseeing preschool contracts. Six sequential steps in the contracting process are detailed, ranging from district and agency identification of a need to work together, to actual service provision based on the approved contract. Components of a contract or cooperative agreement under Kentucky law are outlined. A chart compares the roles and responsibilities of local school districts and preschool contractors. Appendices include an application for approval to contract preschool services, an outline of the Individualized Education Program process, and a sample preschool contract. (DB)

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KENTUCKY DEPARTMENT OF EDUCATION

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PRESCHOOL CONTRACTING

A Technical Assistance Guide
April 1993
Revision

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PRESCHOOL CONTRACTING

A Technical Assistance Guide

April 1993
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INTRODUCTION

The Commonwealth of Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to these eligible children, either directly or by contract or cooperative agreement with another public or private organization.

Purpose of Document

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other agencies and programs. This information is designed to:

(1) facilitate contracting where existing programs are available to serve:

   (a) Four year old children who are at risk of educational failure; and/or

   (b) Children with identified disabilities, ages 3 and 4 and age 5 after October 1.

(2) define the process required for agencies who wish to provide placements for the above programs by contract or cooperative agreement with local schools.

The document is designed to be used by:

* local school districts
* Head Start
* private profit and non-profit preschools
* other agencies wishing to contract with school districts in Kentucky in order to serve preschool children.

Additional Resources

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes can be obtained from the Kentucky Department of Education, Division of Preschool, 21st Floor Capital Plaza Tower, Frankfort, KY 40601 (502) 564-7056.

THE PRESCHOOL CONTRACTING APPROVAL PROCESS

Under KRS 157.3175 and KRS 157.226, school districts are required to make preschool programs available for eligible children. Based on a planning process involving other agencies, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program or programs.

In order to provide services through a non-public school program, the district must assure that any and all contracted services meet the same standards as would apply if the services were provided directly by a school district. The preschool contracting approval process is designed to assure that this standard is met. The Kentucky Department of Education does not license, accredit or approve the general operation of non-school district programs which serve preschool children. Non-school district programs which serve children of preschool age are required to be licensed as child care providers by the Cabinet for Human Resources, pursuant to 905 KAR 2:010.

However, the Department of Education does have responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. It is only in this use of public funds that the Department has responsibility. As a consequence, it operates a preschool contracting approval process.

The preschool contracting approval process has two components:

* Authorization of a preschool agency as a contractor; and
* Oversight of preschool contracts.

Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school agency to enter into a contract with a school district to provide preschool classroom services:

(1) status of the non-public school program as an entity which can legally receive public preschool education funds in Kentucky; and

(2) demonstration of minimum standards for general operation of the non-public school program.

The program's legal standing to receive public preschool dollars from the local school district is confirmed through an application process to the Department of Education. In the application, the program provides a signed assurance that it is separately incorporated from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices, and other public education requirements.

Minimum standards for general operations are documented through current licensure by the Cabinet for Human Resources. Under 905 KAR 2:010, licensed child care providers meet staff, facility, health, safety, program and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's child care licensure is verified.

Application Review

___ The agency submits an application to the Division of Preschool, which stamps in the date of receipt.
___ The Division sends a letter confirming receipt of the application.
___ The Division checks the applicant's licensure in the directory of licensed child care facilities, which is updated monthly by the Cabinet for Human Resources and which notes official corrective action, if applicable.
___ The Division reviews the agency identification page and the program description for completion of requested information.
___ The Division reviews the assurance page for appropriate signatures.

Approval as Possible Contractor

___ If licensure is current, signatures present, and all information complete, the Division approves the agency as a possible contractor.
___ The Division sends the applicant an approval letter and adds the agency to the current list of preschool agencies authorized to contract with districts.
___ The Division disseminates the updated listing in the next mailing to school district preschool administrators and begins sending the agency all district preschool mailings.

Non-Approval as a Contractor

___ If there is something lacking in the application (current licensure, signed assurances, program information), the Division sends the applicant a letter stating what is lacking, with a request to submit the necessary item(s) within 30 calendar days.
___ After 30 days, if the requested information is not submitted or does not meet criteria, the Division notifies the agency in writing that it is not approved as a contractor.
___ A school district will be notified that the agency is not approved as a contractor if the district requests to contract with the agency.

Revoking Approval as a Contractor

___ The Division receives written notification that the Cabinet for Human Resources has revoked the license of a non-public school program.
___ The Division notifies the agency that it can no longer contract with schools for preschool services.
___ The Division immediately removes the agency from the contractor list and disseminates the updated list in the next preschool administrator mailing.
___ The Division will notify any district(s) contracting with the agency that the agency is no longer authorized as a contractor and that the district should immediately terminate the contract.

Oversight of Preschool Contracts

Once an agency is authorized to contract and a school district is interested in contracting, the two parties develop a proposed contract. The school district submits this tentative contract to the Department of Education prior to the beginning of the school year, as part of the district's annual proposal for preschool funding. The tentative contract is reviewed by the Department prior to approving the district's preschool proposal. A school district may not disburse funds for the contract or for any other preschool expense without the Department of Education's approval of the district's preschool proposal for funding. Therefore, approval of the district's preschool proposal constitutes approval of the contract with the non-school district program.

The contents of each contract will vary, depending on the services contracted. The contract should assure or document that any service which is to be provided by the non-public school program meets state and federal education requirements. Appendix C is a sample contract.

After the Department approves the contract, then it is the responsibility of the district to monitor the services to assure that regulations are met and that services are provided in accordance with the contract. Any violation of the terms of the contract or of state regulations is a cause of action to terminate the contract. The contracted services are evaluated by the local school district as part of the local program evaluation required by preschool regulations.

Requirements for Preschool

The following requirements can be found in Kentucky administrative regulations of the State Board for Elementary and Secondary Education. A copy can be obtained from the local school district or the Department of Education Preschool Branch. These requirements should be reviewed carefully for each service offered for contracting:

- Operation of the basic educational preschool program
  - .staff credentials and ratios
  - .hours of operation
  - .curriculum
  - .program requirements

  - *for children who meet income guidelines (704 KAR 3:410)
  - *for children with disabilities (707 KAR 1:150)

- Facilities
  - .Department policy allows child care licensure to substitute for regulations relating to buildings and grounds

- Transportation
  - .vehicles, driver training, monitors (702 KAR Chapter 5)

- Food Services (702 KAR Chapter 6)
  - .Department policy allows Child Care Food Program and child care licensure to substitute for regulations relating to food services

·Related services by licensed professionals
.speech, occupational, physical therapies (professional licensure)

*for children with disabilities (707 KAR 1:150)

STEPS IN CONTRACTING

The following sequence of events describes the process for serving preschool children in other agencies and programs:

STEP 1: The district and an agency or program identify the need for and willingness to work together to serve eligible children

* This planning may begin at any time, but is encouraged prior to the beginning of each school year and prior to the district's submission of applications for funding for the upcoming year which occurs in late spring each year.

* For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. Under 707 KAR 1:051, the local school district's ARC is responsible for determining on an individual child basis when services need to be provided through other agencies. See "IEP Process for Children with Disabilities" for further detail, Appendix B.

STEP 2: The agency prepares and submits an application for approval to enter into contracts with local school districts to provide preschool services.

* This step must occur before Step 4.

* A copy of the agency application is Appendix A of this document.

* The application should be sent to the Kentucky Department of Education, Division of Preschool, 21st Floor Capital Plaza Tower, Frankfort, Kentucky 40601.

* Upon receipt of the agency's application to be eligible to be a preschool contractor, the Kentucky Department of Education reviews the information and approves the application, as appropriate.

* A copy of the program's application should also be provided by the agency or program to each district with whom the agency intends to contract.

* The application is updated with the Kentucky Department of Education annually by the agency.

* The approval process may include on-site review of the agency's preschool program.

* The approval process authorizes the agency to enter into a school contract; the approval does not accredit the program in general, nor provide licensure for providing child day care.

STEP 3: The local school district and the agency or program develop a written contract or cooperative agreement for the services to be provided.

* Components of the written contract or cooperative agreement are described in "Components of a Contract or Cooperative Agreement". (page 9)

* Contents of specific documents will vary, depending upon areas agreed to by the parties.

* The school district is responsible for ensuring that any services covered in the contract or written agreement meet the same standards applicable to the school district, just as though the services were provided directly by the district.

* Copies of the contract are kept on file in the local school district and the agency, along with the documentation of the agency's approved application to enter into contracts with a school district.

STEP 4: The local school district submits a copy of the contract when submitting annual application(s) for preschool funds.

* For use of state funds for KERA Preschool Programs for children at risk of educational failure or children with disabilities, the district submits an annual proposal outlined in KRS 157.3175, with the contract attached.

* For use of federal funds for preschool children with disabilities, the district submits an application under the Individuals with Disabilities Education Act (IDEA, Part B, Section 619), with the contract attached.

STEP 5: Approval is provided for the contractual arrangement.

* The Kentucky Department of Education cross-checks the proposed contracting agency's application (signed assurances) and current child care licensure with the Cabinet for Human Resources prior to approving the contracting district's annual application(s) for preschool funding.

* The Department reviews the proposed contract carefully to assure that the district will meet all requirements and regulations applicable to the services to be contracted.

* Approval of the local school district's annual application(s) for preschool funding includes approval for the contractual arrangements.

STEP 6: Services are provided based on the approved contract.

* The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.

* On-site monitoring of services by the Kentucky Department of Education will occur during regularly scheduled monitoring visits to the local school district, or as determined by the State Board for Elementary and Secondary Education.

COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

General Contents

According to Kentucky statutes (KRS 65.250), contents of contracts and cooperative agreements are to specify at least the following:

"(a) The duration of the agreement
(b) The organizational structure and powers delegated thereto
(c) The purpose or purposes of legal or administrative entity
(d) The financial responsibilities of each party and budget of said undertaking
(e) The process of changing or terminating the contract as well as maintenance and disposal of property or equipment."

The body of a contract may be as simple as " $ dollars for providing (named) educational services to children", along with statements of duration, organization, purpose, and termination of the contract. However, the district needs to have a written agreement regarding roles and responsibilities for the district and for the contracting agency. These roles and responsibilities may be included in the body of the contract or may appear as a memorandum of agreement appended to the contract or referenced in the contract.

Specific Contents

In the contract (or in a separate memorandum of agreement as referenced in the contract), the following issues should be addressed to clarify roles and responsibilities and to describe services which meet state and federal education regulations:

(1) Clearly defined services such as the following:

   (a) Type of service (individual, group, in-home, consultation, etc.);
   (b) Amount of time the service is to be provided;
   (c) Duration of service or length of year;
   (d) Qualifications and numbers of staff;
   (e) Location of service to be provided (preschool centers, home, etc.);
   (f) Responsibility for support services (transportation, speech therapy, screening, etc.)

(2) Procedures for resolving conflicts between the agencies, including who pays for incurred costs of resolution.

(3) Transition procedures for children who are moving from one setting to another.

(4) Shared personnel, training or other resources.

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(5) Responsibility for inventory, maintenance, and disposal of equipment or materials purchased through contracted funds:

(6) Methods and schedules of payment and provisions for terminating the contract.

(7) Record keeping and reporting, including confidentiality of records.

Regulatory requirements for specific preschool services to be contracted are noted on page 5 and the agency's application (Appendix A, page 2).

ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS

	Local School District		Preschool Contractor
1.	Provide the contracting program with guidelines.	1.	Maintain a program which is licensed by CHR and which is eligible to receive public education funds.
2.	Require proof of insurance. If the program is operated on school grounds, then the local board should provide accident insurance if the contracting agency does not have premises medical coverage under the general liability policy.	2.	Provide general liability insurance of at least a million dollars per occurence limit. Insurance must contain a "no sexual abuse" clause. If the program is on school grounds, the local school board must be a named insured.
3.	Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	3.	Provide services which meet the state education standards for preschool programs.
4.	Provide timely payment for contracted services.	4.	Submit bills for agreed-upon cost of service to school district at predetermined times.
5.	Act as fiscal agent and supervise the distribution of preschool funds.	5.	Provide services in the contract at no cost to parents.
6.	Provide a liaison to the contracting agency to address mutual concerns.	6.	Provide a liaison to school district for matters of mutual concern.

In addition, for children with disabilities:

7.	Develop the initial, precontract IEP and provide a representative to participate.	7.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

See also "IEP Process for Children With Disabilities", Appendix B.

APPLICATION FOR CONTRACTING

Agencies and programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education. See "The Preschool Contracting Approval Process", page 2.

The agency's application must be on file and approved prior to the Department of Education's approval of the school district's application(s) for preschool funding. The agency's application may be attached and submitted to the Department along with the school district's funding proposal and proposed contract. See "Steps in Contracting", page 5.

Application Form

The application form (Appendix A) has three components:

(1) a cover page with identifying information;
(2) a description of the services to be available for contracting; and
(3) an assurances page and signature.

Submission

A copy of the application appears in Appendix A and should be submitted to the Department of Education, Division of Preschool, 21st Floor Capital Plaza Tower, 500 Mero Street, Frankfort, KY 40601. Questions may be addressed to the Preschool Division at (502) 564-7056.

It is recommended that the agency keep an additional copy of the application that is submitted to the Division of Preschool.

KENTUCKY DEPARTMENT OF EDUCATION

APPLICATION FOR APPROVAL
TO CONTRACT TO PROVIDE PRESCHOOL SERVICES

REAPPLICATION? Yes ___ No ___

APPLICATION AGENCY IDENTIFICATION: SUBMISSION DATE: _____

1. Director's Name: _____

2. Agency Name: _____
(as it appears on day care license)

3. Agency Address: _____
county

_____
street

_____
city

_____
state zip

4. Agency Telephone Number: ( ) _____

5. Names, titles and phone numbers of program contact person(s), other than the Director, who have administrative/supervisory responsibility for the educational program.

Name	Title	Phone #

6. Names of local school districts with which the agency may contract:

_____ _____

_____ _____

_____ _____

7. Identify present funding sources (tuition or fee, Title XX, United Way, etc.)

_____

Agency _____

SERVICES AVAILABLE FOR CONTRACTING

CHECK ALL THOSE THAT APPLY:

___
___ **Basic Educational Program for Preschool Children**

Attach a description of the educational services available for contract addressing facilities, personnel, hours and curriculum. Must meet:
- .preschool facilities guidelines (905 KAR 2:010 child care licensure is accepted as substitute)
- .preschool personnel standards (704 KAR 3:410 Section 6)
- .instructional hours of operation (704 KAR 3:410 Section 5 and 707 KAR 1:150 Section 8 as applicable)
- .preschool curriculum (704 KAR 3:410 Section 5)

___
___ **Transportation**

Attach a description of services available. Must meet:
- .school vehicle requirements (702 KAR 5:060)
- .school bus driver requirements (702 KAR 5:080)
- .school bus monitor requirements (702 KAR 5:150)

___
___ **Food Services**

Attach a description of services available. Must meet:
- .school food preparation requirements (702 KAR Chapter 6)

OR

- .child care food preparation requirements (905 KAR 2:010)

___
___ **Related Services by Licensed Professionals**

Attach a description of services available. Check off specific services that will be offered. Must meet licensure requirements set by the profession.

___ speech therapy
___ occupational therapy
___ physical therapy
___ other _____

___
___ **Coordination of Health/Social Services**

Attach a description of services available. Must meet preschool requirements (704 KAR 3:410, Section 5)

___
___ **Parent Education**

Attach a description of services available. Must meet preschool requirements (704 KAR 3:410, Section 5)

PROGRAM ASSURANCE

The _____ Preschool Program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool services.

General Operations

1. The agency is separately incorporated from any religious institution and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.

2. The agency complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability, or age.

3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations which are applicable to financial and programmatic records, supporting documents, statistical and other records (CFR 80.37 - 80.40).

4. The agency will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.

5. Personally identifiable information on all children is maintained in a manner consistent with confidentiality requirements of the Family Education Rights and Privacy Act (FERPA).

6. If the agency receives federal funds, the agency does not appear on the current list of agencies debarred from accepting federal funds.

Contracted Services

7. Any agreement and/or contract between local school district and the agency's preschool program is in writing and has been reviewed and approved by the authorized administrator of each agency.

8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the State Board for Elementary and Secondary Education.

9. The agency carries current insurance for the services operated.

10. Agency personnel who provide preschool services under an agreement or contract with a local school district meet the personnel requirements of the State Board for Elementary and Secondary Education and the Education Professional Standards Board.

11. If the agency is providing transportation or space for program services through a contract or agreement with a local school district, the agency's vehicles and physical plant have been reviewed by the local school district for adherence to school requirements for vehicles, buildings, grounds and health.

12. If the agency provides services to children with disabilities under a contract or cooperative agreement with a local school district, the agency complies with responsibilities outlined in Kentucky Administrative Regulations (707 KAR Chapter I) for the provision of special education and related services.

This application has been approved by the applicant's Administrative Board as recorded in the minutes of the meeting held on:

_____, 19_____.

_____ _____
Signature of Program Director Date Signed

_____ _____
Authorized Signature for Administrative Board Date Signed

IEP PROCESS FOR CHILDREN WITH DISABILITIES

Pertinent Regulations and Statutes

In addition to requirements that districts only contract with other districts and approved agencies, certain procedures are required between school districts and contracting agencies for providing special education and related services to children with disabilities. These procedures are defined in 707 KAR 1:051, Section 3 under Admissions and Release Committee.

In those cases where the local school district has determined that appropriate special education and related services cannot be provided through existing programs in the local school district, services are provided to the identified child in the following way:

Referral and Pre-placement

The school district's Administrative Admissions and Release Committee (AARC) has the following responsibilities:

(1) The AARC evaluates the child, determines eligibility, and develops an IEP. Other agencies may assist the AARC in this process.

(2) The AARC contacts an agency which is approved for contracting and which provides the type of services specified on the child's IEP, to discuss the referral of the child to that agency.

(3) The AARC assures that a representative(s) of the potential contracting agency participates in a meeting(s) with the AARC regarding the possible referral. Participation may be provided through attendance at meetings, written communications and individual or conference calls. The potential contracting agency is identified as an agency which has indicated a willingness to provide the services requested by the local school district.

(4) In collaboration with representative(s) of the potential contracting agency, the AARC determines if the agency is appropriate to provide the specified services. If the agency is an appropriate one and agrees to the contract, then the agency assumes responsibility for implementing the provisions specified on the child's IEP, per the contract.

(5) The AARC maintains responsibility for providing continued educational services to the child until such time as the child enters the program provided by the contracting agency.

Placement

(1) When the child is enrolled in the agency's program, the agency:

(a) Assumes responsibility for providing special education and related services to the child as specified on the IEP per the contract, and
(b) Assures that the child and parent(s) are afforded all rights and protections as required and provided in state and federal regulations (707 KAR Chapter I).

(2) The admissions and release committee of the contracting agency:

(a) Conducts meetings to review and when appropriate, revise the IEP;
(b) Assures that any review and revision of the IEP is done with the input and approval of the child's parent(s);
(c) Assures that any review and revision of the IEP includes input and approval of the local school district which placed the child in the program. The participation of the parent(s) and the local school district may take place through attendance at meetings, written communications and individual or conference calls.

(3) The Administrative Admissions and Release Committee of the local school district placing the child in another agency:

(a) Participates in meetings called by the contracting agency for the purpose of review and revisions of the IEP;
(b) Reviews the child's IEP at least annually to determine educational progress in that setting;
(c) Assures that the child and parent(s) are afforded all rights and protections as required and provided in state and federal regulations (707 KAR Chapter I).

(4) Monitoring and evaluation of the IEP goals and objectives is done by designated members of the contracting agency's admissions and release committee at intervals specified on the IEP. This is done to document progress and mastery of objectives specified in the IEP. Written results of such monitoring and evaluation are forwarded to the parent(s) and the Administrative Admissions and Release Committee of the local school district which placed the child in the agency's program.

(5) When circumstances warrant, the contracting agency is responsible for notifying the local school district of the need to initiate and conduct a meeting to review/revise the IEP. The local school district assures that the parent(s) and the local school district representative(s) are involved in any decision regarding review and revision of the child's IEP and agree to any placement changes before such changes are implemented.

SAMPLE PRESCHOOL CONTRACT

STANDARD FORM CONTRACT
Part 1 (of 2 Parts)

THIS AGREEMENT, entered into as of this _____ day of _____, 19___ by and between the _____BOARD OF EDUCATION of _____, Commonwealth of Kentucky hereinafter referred to as the "BOARD," and _____, _____, State of Kentucky through its center in _____, Kentucky hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CONTRACTOR has considerable experience and expertise in the development and implementation of quality, comprehensive preschool programs; and whereas the Contractor is approved by the Kentucky Department of Education for contracting for preschool services; and whereas the BOARD desires to provide a program of superior quality with totally comprehensive preschool services for eligible at-risk four-year old children and children ages 3-5 with disabilities; therefore, the BOARD herein shall contract for services as described below:

WITNESSETH THAT:

The BOARD and the CONTRACTOR do mutually agree, as follows:

I. **Contracted Services to be Rendered.** The CONTRACTOR shall, in a satisfactory and proper manner as determined by the BOARD, complete the contracted services as specified in Schedule A of this contract.

II. **Board Support to be Rendered.** The BOARD shall furnish the supervision and other support services to the CONTRACTOR as specified in Schedule B.

III. **Agreed Date(s) of Services to be Performed.** The CONTRACTOR shall commence performance of this Contract on the _____ day of _____,19____ subject to the approval by the Kentucky Department of Education of the Board's proposal for Preschool Program _____, 19 ____-____, and shall complete performance to the satisfaction of the BOARD in accordance with the timelines specified in Schedule A, Program Duration.

IV. **Documentation.** The CONTRACTOR shall maintain and provide the BOARD such records, reports, and accounting as specified in Schedule A.

V. **Payments.** The CONTRACTOR will be paid for contracted services specified in Schedule A based on the following per child annual allocation: _____ per child counted on the _____, 19____ child count.

As of the date on which this contract is signed, it is anticipated that the following number of children will be served:

_____ 4-year olds with disabilities who are at-risk (income-eligible)

_____ Other at-risk 4-year old children

_____ Children ages 3-5 years with disabilities who are not at-risk

The anticipated contract amount is _____.

The number and type of children who will generate these funds will be confirmed based on the number of children described herein who are enrolled in the Contractor's program through Board placement on _____, 19___. In the event that the projected number of children are not enrolled, the contract will be amended accordingly.

VI. **Method of Payment.** The CONTRACTOR will be paid directly by the BOARD by check in _____ payments: _____ Payment will be subject to the Board's receipt of monthly statements from the CONTRACTOR documenting the attendance of the children covered under this contract. Such payment shall be contingent upon a determination by the BOARD that the contracted services are provided as specified. Payments may commence upon approval by the Kentucky Department of Education of the Board's proposal for Preschool Program for _____, 19___.

VII. **Additional Terms and Conditions.** This Agreement is subject to and incorporates the attached Part 2, "Terms and Conditions of Contracted Services" and the attached Schedules A and B. In addition, this Agreement shall be contingent upon the approval by the Kentucky Department of Education of the Board's program proposal. Any changes or additions required by the Kentucky Department of Education will be incorporated by amendment into this contract.

VIII. **Insurance.** The Contractor will provide to the Board a Certificate of Insurance describing coverage the Contractor has for services provided through the Contractor's facilities, staff and transportation. If the Board assumes transportation responsibility for any of the children served through this contract, the Board assures that its fleet policy covers this transportation.

IN WITNESS WHEREOF, the BOARD and the CONTRACTOR have executed this Agreement as of the date indicated below.

_____	_____
Signature of Superintendent	Signature of Executive Director
_____	_____
Date Signed	Date Signed

PART 2 (of 2 parts)

Terms and Conditions for Contracted Services

In addition to any conditions specified in Part 1, this Contract is subject to all of the conditions listed below. Waiver of any of these conditions must be upon the express written approval of both parties and such waiver shall be made a part of this Contract.

1. **Termination.**

(a) Default. Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure of which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice of such default (or such longer additional period as the non-defaulting party may authorize).

(b) Unpreventable Events. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions, or decrees of governmental bodies or communication line failure not the fault of the affected party (hereafter referred to as an "Unpreventable Event"), the party who has been affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Unpreventable Event, the party whose ability to perform has not been so affected shall have the right, by giving written notice, to terminate this Agreement.

(c) Changes in Grant. If the grant under which this Contract is made is terminated, the Board shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the grant or contract under which the Board is performing the program to which these contracted services are being rendered, the Contractor shall have the right to terminate the Contract by giving written notice to the Board, signifying the effective date thereof.

(d) Return of Properties. In the event of termination all property, documents, and reports purchased or prepared by the Contractor under this Contract shall at the option of the Board, become its property and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for any damages sustained by the Board by virtue of any breach of the contract by the Contractor, and the Board may withhold any reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

2. **Changes.** The Board may, from time to time, request changes in the scope or the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's payments, which are mutually agreed upon by and between the Board and the Contractor, must be incorporated in written amendments to this Contract.

3. **Remedies/Conflict Resolution.** All remedies available to either party for breach of this contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of any other remedy. In event of conflict or breach of contract, the party alleging conflict or breach shall provide written notice to the other party of the specific nature of the alleged conflict or breach. Remedies available herein should be exercised whenever possible. If additional remedies are necessary and such remedies incur additional cost, such cost shall be the responsibility of party alleging conflict or breach of contract.

4. **Discrimination in Employment Prohibited.** The Contractor will not discriminate against any employee in the performance of this Contract, or against any applicant for employment in the performance of this Contract because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5. **Discrimination Prohibited.** No person in the United States shall, on the ground of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract. The Contractor will comply with the regulations promulgated by the President, pursuant to the Civil Rights Act of 1964 (45 C.F.R. Part 1010).

6. **Political Activity Prohibited.** None of the funds, materials, property or services contributed by the Board or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

7. **Religious Activity Prohibited.** There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Contract.

8. **Drug-Free Workplace.** The program provided under this contract shall be provided in a drug-free workplace.

9. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinance, and codes of the State and local governments.

10. **Reports.** The Contractor shall make financial, program progress, and other reports as requested by the Board.

CONDITIONS FOR CONTRACTOR
SCHEDULE A

The CONTRACTOR agrees to provide the services indicated below in accordance with the conditions and timelines specified:

1. Blending of Resources. The preschool program for both eligible KERA at-risk and disabled children and other children eligible for the Contractor's services will be operatd as a blended model in which federal, state, and local public and private monies will be blended (subject to separate audit trails) to strengthen and enhance existing programs and assure that children receive the services to which they are entitled.

2. Number/Eligibility of KERA Children to be Served in 19 - School Year. The Contractor will provide quality preschool services in accordance with all KERA requirements within available program slots. The tentative number of at-risk and disabled preschool children as defined by KERA to be served appears on page 1, Part 1 of this contract. This number will be confirmed as the basis for fund generation based on the number of children described herein who are enrolled in the Contractor's program through Board placement on _____.

3. Program Duration and Operation. For the current year, the starting date for classes will be _____. The ending date for classes will be _____ and for the program will be _____.

   The program will operate a minimum of _____ hours per day for instruction. Direct child instruction shall be made available _____ days per week with _____ designated for parent training and conferences, home visits, case management, interagency coordination, inservice training, and program planning, monitoring and evaluation. At least two home visits will be made for each KERA child, the first of which will occur no more than 60 days after the child is enrolled in the Contractor's program by the Board.

   Children will be educated in an environment which integrates children with and without disabilities.

4. Facilities. The Contractor will provide space including utilities for all children participating in the KERA preschool program. The location of the facility for this program will be:

   _____ _____

   _____

   Each classroom will be furnished with developmentally appropriate materials, furniture and equipment. A playground will be available to the program.

5. Curriculum. A variety of curricular resources will be utilized to implement the requirements specified under KERA as a foundation for the child's successful transition to and participation in the Primary School Program. If available, the Contractor will use the curriculum developed or adopted by the Board, making adaptations as may be required to meet the individual needs of children.

6. Services for Children with Disabilities. Child evaluation, special education and related services will be made available as follows. In-program evaluations shall commence no later than _____ (the date on which the contract is initiated). The Contractor will provide evaluations on all children suspected of having a disability. The Contractor shall assist the Board in obtaining documentation of disabling conditions. Evaluation data shall be used along with other information by the Admissions and Release Committee for development of the Individualized Education Program (IEP) developed for each child. Special education and related services to be provided to each disabled child shall commence at a level, frequency and initiation date as determined by the IEP.

_____ will provide special education, speech/language therapy, occupational and physical therapy in accordance with each child's IEP. Special education, speech/language, occupational and physical therapy evaluations will be administered by _____. Psychological and other evaluations will be administered by the _____.

At the Board's request, the Contractor will provide representation to the Board's Admissions and Release Committee meeting at which the IEP is developed which identifies the Contractor as the program in which the child will be placed. If a Contractor's representative cannot attend, the Contractor will cooperate with the Board to use other methods to insure participation in the meeting, including written reports, individual or conference calls. After the child with a disability is placed in the Contractor's program, the Contractor will initiate and conduct any meetings to review or revise the child's IEP. By the end of the _____ school year, the Contractor will schedule a meeting to conduct the annual review of the IEP at which time determination of placement for the _____ school year will be made. The Contractor will schedule this and any other meetings to review or revise the IEP at times which are mutually agreeable for the parent and the Board. The Board shall insure that the parents and the Board are involved in any decision about the child's IEP and agree to any proposed changes in the IEP before those changes are implemented. The Board's participation may be through the attendance of a representative, written correspondence or individual or conference phone calls. In addition, the Contractor will hold periodic parent conferences to which the Board is welcome to send a representative.

Even though the Contractor will implement the IEP, responsibility for compliance with state and federal requirements for individuals with disabilities remains with the Board.

7. Standards and Regulations. Services to at-risk and disabled children shall be made available consistent with legal requirements (as applicable) of the Individuals with Disabilities Education Act, the KERA and other applicable state laws and regulations and Kentucky Department of Education administrative policies. The Contractor will maintain a program which is approved for contracting by the Kentucky Department of Education and which is licensed as child care by the Kentucky Cabinet for Human Resources.

8. Parent Fees. Services provided under this contract shall be at no cost to the parents. Billing the parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent so long as the parent does not incur any out-of-pocket expense. An agency's standard fee is not seen as a violation of the "at no cost to the parents" provision, if it (1) represents an incidental fee which is normally charged to non-disabled students or their parents as a part of the regular education program and (2) is subject to the parent's right to request a fee adjustment if this nominal fee should prove a hardship for families.

9. Child Count. The Contractor will submit child count data on required forms to the Board for _____ Child Count and other related data as may be required for purposes of reporting information required under KERA or under the Individuals with Disabilities Education Act.

   The Contractors assure that children counted are either:
   (1) Children who are 4 years old by October 1 of the school year in which they are served and who are eligible for free lunch (at-risk children as defined by Section 16, KERA) or
   (2) Children ages 3-5 years who are
       (a) identified as having a disability pursuant to 707 KAR Chapter I
       (b) provided a free appropriate education in accordance with an IEP and
       (c) not counted on the Contractor's Child Count under PL 89-313/Chapter I.

10. Personnel/Staff Qualifications. The Contractor will hire, train and monitor all staff required to perform the services covered under this contract. All persons employed under this contract shall be subject to the Personnel Policies and Procedures of the Contractor. All lead teachers shall hold credentials to be classified as Level ___ according to preschool regulations. Lead teachers will provide instruction for _____ hour classes daily. There shall be no more than ____ children per classroom session. Each teacher will be assisted by _____ teaching associates (aides).

11. Transportation. The _____ shall provide transportation for children to/from the Contractor's facility. Transportation will be provided through vehicles and procedures which have been approved by the Kentucky Department of Education. The _____ shall arrange for bus monitors.

12. Reports and Data. The Contractor shall maintain all required data specified by KERA and IDEA including enrollment verification data, annual program evaluation data, and such financial reporting as necessary to document audit trails for the funds expended under this contract. The Contractor will assist the Board in preparing required reports and information to be submitted to the Kentucky Department of Education.

13. Confidentiality. The records maintained by the Contractor on all children served through this contract shall be fully available to the Board without parental consent. The Contractor will make the parents aware of this matter. All child records shall be governed by the Family Educational Rights and Privacy Act and other applicable federal and state requirements.

14. Transition. The Contractor will collaborate with the Board on jointly developed transition procedures. These will include procedures and timelines related to transition administration, staff development and involvement, family involvement, and child preparation.

15. Child Find. With parental consent, the Contractor will make the Board aware of children enrolled in the Contractor's program who are eligible for public school services. The Contractor will collaborate with the Board in conducting Child Find and in providing speech, hearing, vision and developmental screening for 3 and 4 year old children through an annual screening program.

16. Contact Person. _____ shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this contract. _____ shall attend education planning meetings as may be required. _____ shall refer children to other agencies when appropriate.

CONDITIONS FOR BOARD
SCHEDULE B

The BOARD agrees to provide the services indicated below in accordance with the conditions and timelines specified:

1. Transportation. _____ will provide transportation for children to the Contractor's program. The Board will provide training to drivers and monitors regarding state regulation requirements, job responsibilities, and special needs of this age group.

2. Food Program. _____ will administer and operate the food program for all at-risk children. This will include breakfast or lunch as appropriate.

3. Contact Person. The Board shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this contract. This shall include:
   (1) Monitor the services provided by the Contractor to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children;
   (2) Serve as liaison on matters concerning program implementation, services to children with handicaps including Admissions and Release Committee participation, and planning for transition.
   (3) Serve as a liaison to the contracting agency to address mutual concerns.
   (4) Attend education planning meetings as may be required.
   (5) Refer children to other agencies when appropriate.

4. Data and Information. The Board will solicit from the Contractor such child data on such forms as may be required for the purposes of counting children for funding under KERA and IDEA. The Board will submit to the Kentucky Department of Education such data and forms as may be required for implementation of programs under these state and federal requirements. The Board shall supply the contractor with such information and data necessary for implementation of the requirements of this contract. The Board shall invite the Contractor to send a representative to state and local meetings at which time information or training is made available which impacts this contract. The Board shall insure that appropriate documentation is obtained related to handicapping conditions of children.

5. Confidentiality. The records maintained by the Board on all children served through this contract shall be fully available to the Board without parental consent. The Board will make the parents aware of this matter. All child records shall be governed by the Family Educational Rights and Privacy Act and other applicable federal and state requirements.

6. Transition. The Board will collaborate with the Contractor on jointly developed transition procedures. These will include procedures and timelines related to transition administration, staff development and involvement, family involvement, and child preparation.

7. Child Find. The Board will initiate and solicit Contractor collaboration in conducting Child Find and in providing speech, hearing, vision and developmental screening for 3 and 4 year old children through an annual screening program.

8. Evaluation and Therapeutic Services. The _____ will provide educationally relevant therapy for disabled children as may be required by each child's IEP. The _____ will provide psychological and other evaluations as needed.

9. Other Services. The Board will assist with parent and staff training and will provide parents and staff with materials.

CONTRACT BUDGET
SCHEDULE C

(attach line item budget)

Teacher Salaries/Benefits	$ _____
Aide Salaries/Benefits	$ _____
Other Staff Salaries/Benefits (identify)	$ _____
Other Costs (specify)	$ _____
TOTAL CONTRACT	$ _____